

CONSENT

Reference is made to a Sublease dated as of June 1, 1975 between Pitney Bowes, Inc. as Landlord, hereinafter sometimes referred to as the Landlord, and the Beth Israel Hospital as Tenant, hereinafter referred to as the Hospital, relating to premises at 6 Charlesgate West, Boston, Massachusetts.

The Landlord has acquired its interest in the demised premises under a Primary Lease from S. S. Land Corporation dated March 5, 1963, together with Lease Supplement Agreement dated May 24, 1963 and Amendment to Lease Supplement Agreement dated November 30, 1964, all herein called the Primary Lease.

1. Upon the terms and conditions hereinafter set forth the undersigned hereby consents to the Sublease and agrees that:

a. to the best of its knowledge, the Landlord is not in default under the Primary Lease as of this date;

b. any notice of default under the Primary Lease given to the Landlord will be given simultaneously to the Hospital and that during the term of the Sublease the undersigned will accept performance under the Primary Lease from the Hospital for the account of the Landlord.

2. The appointment of a receiver or Trustee for the Landlord, or other event of default under Paragraph 10 of the Primary Lease shall not entitle the undersigned to terminate the possession and rights of the Hospital if the Hospital agrees in writing with the undersigned to perform and observe all of the obligations of the tenant under the Primary Lease for the entire term thereof.

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3. The undersigned hereby consent to the installation by the Hospital at the Hospital's expense, of a new smokestack as described in the drawing by Clifford Douglas Stewart Associates, Architects, 1 Court Street, Boston, Massachusetts 02108, dated June 12, 1975, on the roof of the demised premises, at the side of the building adjoining the demised premises, beside the existing smokestack, to permit emission of smoke from such stack; provided, however, that if requested to do so by the holder of the Lessor's interest under the Primary Lease, Pitney Bowes, Inc. shall at its expense cause to be removed at the expiration or earlier termination of the Sublease, the smokestack installed pursuant hereto and shall at its expense restore the demised premises and said adjoining building to the condition they were in immediately prior to such installation.

4. The undersigned agrees that the Hospital may further sublet or assign the Sublease subject to the prior written consent of the Primary Landlord which will not be unreasonably withheld.

5. By the acceptance of this Consent, the Primary Lease is hereby affirmed. Nothing in this Consent shall operate to release Pitney Bowes, Inc. from any of its obligations under the Primary Lease, and Pitney Bowes, Inc. shall remain liable thereunder.

The undersigned further acknowledges that the Primary Lease is superior to the Mortgage to Malden Savings Bank, Beverly Savings Bank, Essex Broadway Savings Bank, and The Worcester North Savings Institution recorded with Suffolk Registry of Deeds, Book 7937, Page 468.

In addition, the undersigned represents that it is duly authorized to execute this Agreement on behalf of Beverly Savings Bank, Essex Broadway Savings Bank and The Worcester North Savings Institution.

The undersigned further agrees to execute such additional instruments as the Hospital may require to confirm the provisions of this Agreement.

Executed as a sealed instrument as of the 31st day of July, 1975

MALDEN SAVINGS BANK, (in its own behalf and on behalf of Beverly Savings Bank, Essex Broadway Savings Bank and The Worcester North Savings Institution)

BY: Shlomo E. Gitter
Vice President

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